

REMARKS

Claims 1-56 are currently pending in the application. Claims 1-56 stand rejected. Claims 37 and 47 have been amended. Claims 38-41, 44-46, 48-51, and 54-56 have been canceled without prejudice.

The Examiner objected to claim 56 as containing a typographical error. Claim 56 has been canceled and the objection is believed obviated thereby.

The Examiner rejected claims 1-13, 15, 18-31, 33, 36-41, 44-51, and 54-56 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 7,305,454 (Reese). The Examiner also rejected claims 14 and 32 under 35 U.S.C. 103(a) as being unpatentable over Reese as applied to claims 1 and 19, and claims 16, 17, 34, 35, 42, 43, 52, and 53 as being unpatentable over Reese in view of U.S. Patent No. 2007/0078950A1 (Hopkins). The rejections are respectfully traversed.

The Examiner referred to column 4, lines 43-50, and column 7, lines 40-53, as describing “at least one data store...having a plurality of rich client objects stored therein which are operable to be launched within browser environments on the client machines.” The Applicants respectfully disagree. The passages to which the Examiner referred introduce the use of APIs (application programming interfaces) and URLs (uniform resource locator) in the described system. As is well understood, neither an API nor a URL can be classified as a “rich client object...operable to be launched within browser environments on client machines.”

As is well known, an “application programming interface (API) is a source code interface that an operating system, library or service provides to support requests made by computer programs.” See the Wikipedia page for “Application Programming Interface.” That is, the interface specified by an API is part of the source code of the software application for which it facilitates interaction with other software applications. An API is not a stand-alone executable application, but a mechanism which provides the “hooks” by which one application interfaces

with another.

Also as is well known, a uniform resource locator (URL) “is a compact string of characters [representing] a resource available via the Internet.” See the Wikipedia page for “Uniform Resource Locator.” That is, a URL is merely a string of characters which represents some online resource. A URL is clearly not executable.

By contrast, as described in the present application, a rich client is “a software application or applet (or a collection of such software objects) which is operable to be launched in a browser on a client machine. A rich client typically includes both the display logic which governs what is displayed on the client machine, as well as some level of application logic (i.e., executable code) which provides functionality on the client machine which, in the past, has typically been provided by code on the remote server.” Rich client technology is employed by embodiments of the present invention “to provide access to application services in an even more flexible and efficient manner.” See paragraphs [0086] and [0087] of the present application.

Neither an API nor a URL can be characterized as a “rich client” or “rich client object” as those terms are used in the present application and would be understood by those of skill in the art. A rich client is an executable software application which might make use of an API associated with another application to facilitate interaction between the rich client and the other application. Similarly, a rich client might identified by a URL. However, neither of these well known mechanisms (i.e., the API or the URL) are themselves executable software which “are operable to be launched within browser environments on the client machines, and to interact with the services via the interoperability system.”

In view of the foregoing, the rejection of claims 1-36 should be withdrawn for at least the reasons discussed. In addition, because claims 37 and 47 have been amended to depend directly on claims 1 and 19, the rejection of these claims should also be withdrawn for at least the same reasons. Finally, the cancellation of claims 38-41, 44-46, 48-51, and 54-56 obviates the rejection

of these claims.

35 U.S.C. 103(c)(1) provides:

Subject matter developed by another person, which qualifies as prior art only under one or more of subsections (e), (f), and (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the claimed invention was made, owned by the same person or subject to an obligation of assignment to the same person.

The subject matter described in Reese and the claimed invention were both either owned or subject to an obligation of assignment to Grand Central Communications, Inc. Copies of assignments of the patent application which issued as U.S. Patent No. 7,305,454 (i.e., Reese), and the present application to Grand Central Communications, Inc., both of which have been recorded with the PTO are provided herewith. These assignments serve as evidence of the common ownership and/or obligation of assignment of the subject matter in both of these patent documents at the time the claimed invention was made. In view of the foregoing, rejection of any claims of the present application under 35 U.S.C. 103(a) is believed overcome. This includes claims 42, 43, 52, and 53, which were rejected over the combination of Reese and Hopkins.

Finally, with regard to rejection of any of claims of the present application which employ Hopkins, the Applicants respectfully assert that the Examiner has not demonstrated that Hopkins qualifies as prior art under any section of 35 U.S.C. 102. That is, Hopkins was filed with the United States Patent and Trademark Office on September 29, 2006, and subsequently published on April 5, 2007. Based on these dates, Hopkins does not appear to qualify as prior art under 35 U.S.C. 102. A domestic priority claim is made to Application No. 10/287,177 filed November 4, 2002. However, Hopkins is a continuation-in-part of that earlier application, and the Examiner has not shown that any of the subject matter on which the rejection was based is entitled to the earlier priority date. The Examiner has therefore not established a prima facie case of

unpatentability based on prior art qualified under section 102. Therefore, any rejections based on Hopkins should also be withdrawn unless a basis for the earlier priority date for the relevant subject matter can be established.

In view of the foregoing, Applicants believe all claims now pending in this application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested. If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at (510) 663-1100.

Respectfully submitted,
WEAVER AUSTIN VILLENEUVE & SAMPSON LLP

/Joseph M. Villeneuve/

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MAY 11, 2004

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BEYER WEAVER & THOMAS, LLP
JOSEPH M. VILLENEUVE
P.O. BOX 778
BERKELEY, CA 94704-0778

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RECORDATION DATE: 04/30/2004

REEL/FRAME: 014590/0396

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

REESE, DAVID BYRNE

DOC DATE: 04/28/2004

ASSIGNOR:

PANEC, PETER A.

DOC DATE: 04/29/2004

ASSIGNEE:

GRAND CENTRAL COMMUNICATIONS, INC.
50 FREMONT STREET, 16TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

SERIAL NUMBER: 10727089

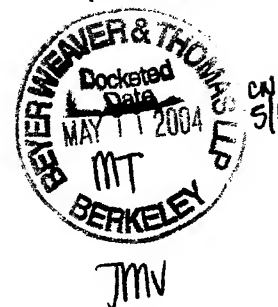
FILING DATE: 12/02/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: APPARATUS AND METHODS FOR PROVISIONING SERVICES

DOCKET NUMBER: GCENP003



014590/0396 PAGE 2

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

4/30/2004
700081911

NO. 341 - P. 2 -

**ASSIGNMENT RECORDATION COVER SHEET
-PATENTS ONLY-**

Commissioner of Patents:

Please record the attached document.

1. Name of conveying party:
 - a) David Byrne Reese
 - b) Peter A. Panec
2. Name and address of receiving party:
 - a) Name: Grand Central Communications, Inc.
Address: 50 Fremont Street, 16th Floor, San Francisco, CA 94105
3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other _____	<input type="checkbox"/>	License Agreement

Execution Dates: April 28, 2004 (Reese) and April 29, 2004 (Panec)

4. Application Number or Patent Number: 10/727,089

The title of the application is:

APPARATUS AND METHODS FOR PROVISIONING SERVICES

5. Please send all correspondence concerning this document to:

**Bayer Weaver & Thomas, LLP
P.O. Box 778
Berkeley, CA 94704-0778**

**Ph: (510) 843-6200
Fax: (510) 843-6203
Customer Number: 022434**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed.
☒ Charge to Deposit Account No. 500388 (Order No. GCENP003).
☒ Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. GCENP003).

Date: April 30, 2004


Joseph M. Villeneuve
Registration No. 37,460

Total number of pages including this cover sheet, attachments and documents: 04

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

APPARATUS AND METHODS FOR PROVISIONING SERVICES

(Atty. Docket No. GCENP003), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 10/727,089. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to Grand Central Communications, Inc., a Delaware corporation having a place of business at 50 Fremont Street, 16th Floor, San Francisco, CA 94105 ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

1) Signature: 
Typed Name: **David Byrne Reese**

Date: 28 Apr 2004

2) Signature: _____
Typed Name: **Peter A. Panec**

Date: _____

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

APPARATUS AND METHODS FOR PROVISIONING SERVICES

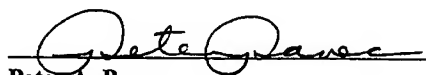
(Atty. Docket No. GCENP003), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 10/727,089. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

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- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- 1) Signature: _____ Date: _____
Typed Name: David Byrne Reese
- 2) Signature:  _____ Date: 4/29/04
Typed Name: Peter A. Panec



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
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MARCH 29, 2005

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BEYER WEAVER & THOMAS, LLP
JOSEPH M. VILLENEUVE
P.O. BOX 778
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RECORDATION DATE: 09/20/2004

REEL/FRAME: 015833/0913
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PALMERI, RON

DOC DATE: 08/19/2004

ASSIGNOR:

REESE, DAVID BYRNE

DOC DATE: 09/13/2004

ASSIGNEE:

GRAND CENTRAL COMMUNICATIONS, INC.
50 FREMONT STREET, 16TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

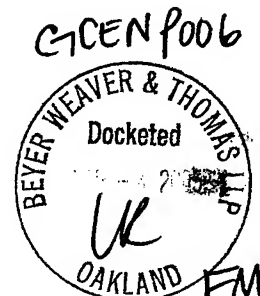
SERIAL NUMBER: 10820650

FILING DATE: 04/07/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: TECHNIQUES FOR PROVIDING INTEROPERABILITY AS A SERVICE



015833/0913 PAGE 2

JEEVON JONES,, EXAMINER
ASSIGNMENT DIVISION
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09-24-2004

R SHEET



102843545

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9-20-04

1. Name of conveying party:

- a) **Ron Palmeri**
- b) **David Byrne Reese**

2. Name and address of receiving party:

- a) Name: **Grand Central Communications, Inc.**
Address: **50 Fremont Street, 16th Floor, San Francisco, CA 94105**

3. Nature of conveyance:

- | | | | |
|-------------------------------------|--------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Other _____ | <input type="checkbox"/> | License Agreement |

Execution Date: **August 19, 2004 (Palmeri); September 13, 2004 (Reese).**

4. Application Number or Patent Number: **10/820,650**

The title of the application is: **TECHNIQUES FOR PROVIDING INTEROPERABILITY AS A SERVICE**

5. Please send all correspondence concerning this document to:

**Beyer Weaver & Thomas, LLP
P.O. Box 778
Berkeley, CA 94704-0778**

**Ph: (510) 843-6200
Fax: (510) 843-6203
Customer Number: 022434**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**

- ☒ Enclosed.
- ☐ Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. _____).

Date: **September 17, 2004**

09/21/2004 JBALINAM 00000033 10820650
05 FC:8021

40.00 DP

Joseph M. Villeneuve
Registration No. 37,460

Total number of pages including this cover sheet, attachments and documents: **3**

Attorney Docket No. GCENP006

(Revised 9/03)

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

TECHNIQUES FOR PROVIDING INTEROPERABILITY AS A SERVICE

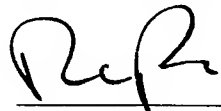
(Atty. Docket No. GCENP006), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 10/820,650 . (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

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- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- 1) Signature:  Date: 8/19/04
Typed Name: Ron Palmeri
- 2) Signature: _____ Date: _____
Typed Name: Byrne Reese

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

TECHNIQUES FOR PROVIDING INTEROPERABILITY AS A SERVICE

(Atty. Docket No. GCENP006), (check one)


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Signed on the date indicated beside my signature.

1) Signature: _____ Date: _____
Typed Name: **Ron Palmeri**

2) Signature:  _____ Date: 13 Sept 2004
Typed Name: **David Byrne Reese**